

REMARKS/ARGUMENTS

This paper is responsive to the Office Action dated May 27, 2008. Claims 1-48 are currently pending. Claims 1, 3, 15, 16, 24, 26, 28, 30, 34, 36, 37, 38, 39, 40, 42, 44, 46, and 47 have been amended. Support for the amended claims can be found in at least page 4, lines 8-12, and page 16, line 1 to page 20, line 3 of the originally filed specification, and no new matter has been added by these amendments. Reconsideration of the claims in view of the amendments and the following remarks is respectfully requested.

Rejections under 35 U.S.C. § 103(a)

Claims 1-4, 9, 10, 15, 16, 24-27, 32, 33, 38, 39, and 47 are rejected under 35 U.S.C. §103(a) as being unpatentable over *Parson et. al.* (U.S. Patent Application Publication No. 2002/0085701) in view of *Moon et al.* (US 6,075,992). Claims 5-8, 11-14, 17-23, 28-31, 34-37, 40-46 and 48 are rejected under 35 U.S.C. §103(a) as being unpatentable over *Parsons et al.* in view of *Moon et al.* in view of *Truetken* (US 6,493,325).

Attorney for Applicant understands the Examiner's position to be that *Parson*, while allegedly teaching other aspects of pending claim 1, does not teach or suggest the claimed automatic generation of a pending mediated commitment. Attorney for Applicant also understands the Examiner's position to be that *Moon* remedies this deficiency of *Parson* by disclosing a message 86 reminding a user to initiate a call, thus allegedly teaching the claimed automatic generation of a pending mediated commitment. Although Attorney for Applicant disagrees that the claimed invention is rendered obvious by the relied upon references, in order to expedite prosecution, Attorney for Applicant has amended the pending claims to more specifically illustrate the differences between the claimed invention and the disclosure of the relied upon references. Accordingly, Attorney for Applicant respectfully submits that the invention defined by the amended claims is not rendered obvious by the relied upon references.

For example, amended independent claim 1 requires "automatically generating, by the mediation system mediating with the mediated party communication device, a pending mediated commitment." The closest relied upon reference, *Moon*, simply states that under a given condition ("should the local time determined for the call recipient fall outside the time

range for all such stored numbers") a different screen ("reminder to initiate the call") will be displayed ("phone dialer software application will depict a different screen display 84 on display screen 22"). (*Moon*; col. 5, line 59 to col. 6, line 1). Even if - as suggested by the Examiner - the displayed reminder corresponds to the claimed pending mediated commitment, *Moon* fails to explicitly state that display of such a reminder is generated automatically. Even if the display is generated automatically, however, *Moon* still fails to describe how such a display is performed. On the other hand, the claimed invention specifically defines how a pending mediated commitment is generated - i.e., "by ... mediating with the mediated party communication device." The other relied upon references, *Parsons* and *Truetken* fail to remedy the deficiencies of *Moon* since they do not, as best understood by Attorney for Applicant, provide any teachings relevant to the claimed automatic generation of a pending mediated commitment.

As another example, amended independent claim 1 requires "automatically generating ... a pending mediated commitment." Attorney for Applicant understands the Examiner's position to be that the displayed message "Please Call Jane Doe at home 555-1212 at 7PM" 86 illustrated in figure 5 of *Moon* represents the claimed pending mediated commitment. However, the word "mediate" modifies the word "commitment" so that the commitment is generated by communication *between parties*. This understanding of the word "mediate" is recognized throughout the specification since the commitments are generated by communication between at least the mediation subscriber communication device 16 and the mediated party communication device 18. (see, e.g., *Specification*, page 4, lines 8-12, page 7, lines 8-15, and page 16, line 1 to page 20, line 3). This understanding of the word "mediate" is also supported by the definition of "mediate" at the time of filing the subject application. (see, e.g., *The American Heritage Dictionary of the English Language: Fourth Edition, 2000*, defining "mediate" as, *inter alia*, "to intervene between two or more disputants in order to bring about an agreement, a settlement, or a compromise"). The aforementioned message in *Moon* is not generated by any sort of communication between parties. Indeed, *Moon* merely discloses that if a time falls outside of a predetermined range, the message 86 will be displayed. (*Moon*; col. 5, lines 59-65). On the other hand, the claimed invention specifically requires the pending commitment to be one which has been mediated. The other relied upon references, *Parsons* and

Truetken fail to remedy the deficiencies of *Moon* since they do not, as best understood by Attorney for Applicant, provide any teachings relevant to the claimed automatic generation of a pending mediated commitment.

Advantageously, automatically generating a pending mediated commitment by mediating with the mediated party communication device at least allows pre-existing mediated commitments (such as commitments to return a call to Richard, or get a taxi, etc. as illustrated in figure 14) to be "re-mediated." Such a feature at least facilitates an *interactive* communication dialogue between *multiple parties* that is simply not possible via any of the relied upon references either alone or in combination with one another.

For at least these reasons, the invention defined by amended independent claim 1 and the claims dependent thereon are neither anticipated nor made obvious by the disclosure of the relied upon references. Independent claims 15, 24, 38, and 47 have been amended to recite similar limitations. Consequently, they - and the claims dependent thereon - are similarly neither anticipated nor made obvious by the disclosure of the relied upon references.

CONCLUSION

In view of the foregoing, Applicants believe all claims now pending in this application are in condition for allowance. The issuance of a formal Notice of Allowance at an early date is respectfully requested. If the Examiner believes a telephone conference would expedite prosecution of this application, please telephone the undersigned at 206-467-9600.

Respectfully submitted,

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